

## EXHIBIT A



Weekes Law

179 North 1200 East, Ste. 104, Lehi, Utah 84043

Phone: 801/810-2003 | F: 888/612-4236

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**Re: Affordable Bankruptcy Retainer Agreement a/k/a Two Contract Procedure ("Agreement") for  
Hazlett, Brett ("Client" or "You") Address: 570 west 800 north City:  
Pleasant grove , State: Ut Zip: 84062**

Thanks for choosing Weekes Law, PLLC (our “Firm”) to assist you. This Agreement sets forth our responsibilities to each other and should help us avoid any misunderstanding.

**1. Our Legal Services.** We will provide legal services for the filing of an emergency bankruptcy petition (“Services”). Services are: (a) an initial consultation; (b) Analysis of your financial situation; (c) exemption planning; (d) file setup; (e) enrollment in a credit counseling course; (f) prior case records search; (g) putting your case in our schedule; (h) preparation your emergency Petition; (i) preparation an application to pay the filing fee in installments; and (j) filing the emergency Petition and application to pay the filing fee in installments with the Court.

You understand and acknowledge that the Services contained herein do not contemplate a complete bankruptcy filing. You understand that you must either engage a professional to assist you in completing your bankruptcy filings or complete them yourself or your case will be automatically dismissed without a discharge. Pursuant to Rule 2091-1 of the Local Rules of Practice of the United States Bankruptcy Court for the District of Utah (the "Local Rules"), this Agreement does not limit the scope of representation in Client's Chapter 7 case. Rather, this Agreement memorializes the fee arrangement between Client and Firm. In the event that Client fails to comply with Client's obligations under this Agreement, Firm may seek permission to withdraw from the case by filing a motion with the Bankruptcy Court. Firm will continue to be counsel of record for the Client, however, until such time when the case is closed or dismissed, or the Court enters and Order authorizing Firm to withdraw from the Case.

**2. What We Need From You.** You agree that: (a) All information that you are required to provide with a petition and thereafter during a case under this title must be complete, accurate and truthful (b) provide all helpful or necessary documentation to support your Client Profile, Petition, Statements and Schedules; (c) timely comply with any trustee directives; (d) completely and accurately disclose all of your assets and liabilities along with the replacement value thereof; (e) completely and accurately provide your current monthly income and disposable income.

**3. Legal Fees For Our Services.** The amount due to the Firm prior to filing your Petition is \$ 0.00 ("Fee"). Fee is earned upon receipt of payment for your consultation, exemptions planning, file setup, credit counseling course, records search, and putting your case in our schedule and will be deposited into the Firm's operating account, whether or not a bankruptcy case is filed. Fees will not be refunded even if your emergency case is not filed with the court. You are responsible for all actual costs associated with your bankruptcy ("Costs"). The Fee includes a portion towards your court filing fee, the cost for credit counseling, and the cost for your credit report. **The remaining court-filing fee must be paid according to the Application To Pay Filing Fees in Installments or your case will be dismissed without a discharge and you will be ineligible to pay the court's filing fee in installments in any future filings.**

**4. Fees For Additional Legal Services.** To complete your bankruptcy case you can: (1) complete the case on your own (pro se); (2) engage another attorney to complete the case; or (3) engage us to finish the case. To engage us to complete the Additional statements, schedules and related documents required to complete a bankruptcy filing, you will need to enter into an ABP Completion Agreement with us, which requires an additional fee at the Firm's then prevailing rate, which currently is \$ 2400.00 . You acknowledge and agree that your bankruptcy filing will be incomplete if you do not engage us to complete the emergency filing. **If you do not engage and provide ALL the information required to complete your filing within 14 days, your case is subject to dismissal.** Pursuant to Rule 2091-1 of the Local Rules of Practice of the United States Bankruptcy Court for the District of Utah (the "Local Rules"), in the event that Client fails to engage the Firm to complete the bankruptcy case, the Firm may seek permission to withdraw from the case by filing a motion with the Bankruptcy Court. The Firm will continue to be counsel of record for the Client, however, until such time when the case is closed, dismissed, or the Court enters and Order authorizing Firm to withdraw from the Case. You acknowledge and agree that the Firm may borrow funds from BK Billing to pay certain costs associated with the legal engagement contemplated hereby. You acknowledge and agree to the Third-party Disclosure and Consent relating to the additional fee under this paragraph 4, which is attached and incorporated by this references.

**5. Disclaimer and Acknowledgement.** The Firm disclaims any responsibility for inaccurate or incomplete personal or financial information. You acknowledge: (a) that the Firm has not made representations or warranties regarding the outcome of your matter; (b) you cannot file repeated bankruptcy petitions within a year without losing the "automatic stay"; (c) we cannot advise you to incur debt; (d) you cannot file bankruptcy in bad faith or if you have the "means" to repay your creditors; (e) acknowledge that within three business days of initial contact with us, we provided and you understand the obligations set forth in Section "527A and 527B Disclosures", attached as Exhibit A and incorporated by this reference in their entirety; (f) your bankruptcy case may be dismissed for failure to timely file documents, attend hearings, or meet deadlines; and (g) bankruptcy may require that you liquidate or surrender all non-exempt assets to the bankruptcy trustee; and (h) bankruptcy's automatic stay, which prevents creditors from collecting against you, does not apply until your case is filed with the court. The bankruptcy trustee will be the owner of all your non-exempt property (including cash and tax returns) and will attempt to liquidate your non-exempt property.

**6. Governing Law, Jurisdiction, Venue.** The laws of the State of Utah will govern this Agreement and the jurisdiction and venue for the enforcement of this Agreement shall be found exclusively in, and the parties submit to personal jurisdiction of the courts of Salt Lake County, State of Utah.

**7. Documents Obtained From Client.** This office does NOT ever retain paper documents from its clients. Unless required by the court in an evidentiary matter, in which case You will be informed in advance, You agree not to submit any original documents to the Firm and authorize the Firm to digitize any documents submitted and then destroy the paper form. Unless otherwise required, Your files and any documents, pleadings, correspondence, or other items contained therein, will be kept for one year after Your case has ended or representation by this office has ended, whichever occurs earlier. After that time, they will be destroyed. Within that year, You may request copies of items in the file for a cost of \$50 storage retrieval and processing.

The foregoing terms and conditions are set forth to promote a clear understanding of our expectations as to Fee for Services.

**Execution of the Agreement and Fee Check Draft Authorization ("Execution and Authorization")**

I am bound by the above Agreement and as the Client execute and authorize the Firm to draft funds from the checking account indicated below. I also authorize my depository financial institution to honor these transfers. I have read and agree to all of the terms and conditions of the Execution and Authorization. I certify that I am an authorized account holder and signatory for this checking account. I understand this is a binding agreement and I will receive a copy of each check draft in my statement when the item has cleared. I understand this is a legal binding agreement between the Firm and me. I understand that all returned checks are subject to a \$25.00 NSF Fee. This Agreement, Execution and Authorization will remain in effect until the Firm receives my written notice of cancellation via mail, fax or email. I agree that the following deductions will be made from my checking account in the amount and dates as set forth below:

§ 240.00 initial payment to be deducted on 10/02/2016  
§ 240.00 payment to be deducted on 12/06/2016  
§ 240.00 payment to be deducted on 12/20/2016

Payment Method: Manual	(9) digit routing #
Name on Account:	Account #
Bank Name:	Debit Card #
	Exp Date:
	CID:

**(Client Authorized Accountholder Signature)**

Oct 29, 2016  
**(Date)**

**(Client/Authorized Accountholder Signature)**

(Date)

### Notes/Instructions:

## TWO-CONTRACT DISCLOSURE

This Two-Contract Disclosure memorializes your understanding about our Two-Contract engagement option and sets forth the options that we have discussed with you.

Accordingly, you acknowledge and agree:

1. the Services contained in the Pre-petition agreement under the Two-Contract Procedure do not contemplate a complete bankruptcy filing;
2. The Firm has made you aware of other potential ways to pay for attorney's fees and costs other than through the Two-Contract option. Alternative options include client paying the Firm in full prior to filing either by installments, or in one lump sum, which client understands would cost less than the cost of the Two-Contract Procedure;
3. After filing of the emergency Petition under the Two-Contract Procedure, you have the following three options for post-petition legal services:
  - a. You can complete your case *pro se*;
  - b. You can hire another bankruptcy attorney to complete the case; or
  - c. You can hire the Firm to complete the case;
4. If you do not hire the Firm to complete the post-petition legal services necessary to complete the case, you must do the following to complete the case or otherwise prevent the case from being dismissed:
  - a. Pay the court filing fees by the dates shown on the Application To Pay Court Filing Fees in Installments;
  - b. File the completed statements, schedules and related documents with the court within 14 days of filing the emergency petition, including without limitation Schedules A, B, C, D, E, F, G, H, I, J, Statement of Financial Affairs, and Chapter 7 Statement of Intention. These form can be found at <http://www.uscourts.gov/forms/bankruptcy-forms>; and
  - c. Provide pay advises for the sixty (60) day period immediately before filing the case to the Chapter 7 Trustee within 45 days of the filing of the emergency petition;
5. If you do not hire the Firm for post-petition services the Firm, Pursuant to Rule 2091-1 of the Local Rules of Practice of the United States Bankruptcy Court for the District of Utah (the "Local Rules"), the Firm may file a motion with the Court to withdraw as counsel, but will remain as attorney of record and is obligated to continue to represent you in all respects until such time when the case is closed, dismissed or the Court enters an Order authorizing the Firm to withdraw from the Case.
6. You have had the opportunity to ask questions about the Two-Contract Procedure and obtain answers to those questions before signing this Disclosure, and you do so consciously and freely.

I (we) acknowledge and consent to the Disclosures contained herein.

Date: Oct 29, 2016 .

  
Debtor  
Debtor (Oct 29, 2016)

Co-Debtor (if applicable)

**EXHIBIT A**

**Section 527(a) Disclosure**

In the event I file a bankruptcy case and retain Weekes Law, PLLC to represent me in connection with that bankruptcy case, I understand the following:

1. All information that I am required to provide with a petition and thereafter during a case under this title must be complete, accurate and truthful.
2. All of my property, whether I possess it or not, and all of my assets and all of my liabilities must be completely and accurately disclosed in the documents filed to commence the case, and I must disclose the replacement value of each asset as defined in §506 of the Bankruptcy Code in the documents I file where requested after I have made a reasonable inquiry to establish such value.
3. My current monthly income, my actual living expenses (the amounts specified in §707(b)(2)), and, in a case under Chapter 13 of this title, all of my disposable income (which will be determined in accordance with §707(b)(2)) must be fully accurately stated after I have made reasonable inquiry.
4. I understand that information I provide during my case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including criminal sanctions.

**Section 527(b) Disclosure**

**IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER**

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules, and Statement of Financial Affairs, as well as in some cases a Statement of Intention, need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a "trustee" and by creditors.

If you choose to file a Chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a Chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your Chapter 13 plan and with the confirmation hearing on your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than Chapter 7 or Chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

I/we acknowledge that my attorney has fully explained these obligations to me.

  
(Client Signature)

(Client Signature)



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### Third-Party Disclosure and Consent

The Firm from time to time may borrow funds from BK Billing to pay certain costs associated with the legal engagement. When and if this happens Your outstanding balance owed to the Firm (a/k/a accounts receivables) remains the Firm's, but the following applies:

1. Your signed engagement agreement along with accompanying document will be shared with BK Billing (e.g., pay stubs) to obtain an advance of up to 75% of the balance owed to the Firm;
2. In the event that the Firm seeks an advance of Your balance owed to the Firm and such extension of credit is obtained, the third-party (BK Billing) will act as our accounts receivable party, which means they will contact you regarding your regularly scheduled payments, receive payments, and/or process payments on the Firm's behalf;
3. BK Billing will NOT have a security interest or claim on any of Your assets, other than Your payment owed to the Firm; and
4. BK Billing may initiate collections on behalf of the Firm in the event of a default in your payments.

By signing this Third-party Disclosure and Consent, you acknowledge and agree:

1. that the Firm has disclosed the existence or potential existence of a factoring loan arrangement;
2. You authorize and consent to the disclosure of documents and information set forth herein;
3. You have been provided the opportunity to ask questions regarding such potential agreement and an opportunity to consult your advisors;
4. The Firm has answered all of Your questions to Your satisfaction;
5. You agree to remit payment to BK Billing upon receipt of a notice from BK Billing or the Firm; and
6. You explicitly consent to these terms in writing.

I/We acknowledge and agree to the terms & conditions set forth herein.

  
(Client Signature)

Oct 29, 2016  
(Date)

(Client Signature)

(Date)



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### What Do I Need to Do to Get My Emergency Case Filed?

To file your emergency, you must complete the following:

1. Complete, sign and return the Client Questionnaire.
2. Provide the applicable documents from the Document Checklist.
3. Provide a copy of your social security number(s).
4. Complete the mandatory credit counseling course. The certificates will be automatically sent to us.
5. Review and Sign the Emergency Petition after it is emailed to you.

### Completing Your Case

Within 7 days after filing your case, you need to do the following to complete your bankruptcy filing.:

1. Provide any missing documents or information.
2. eSign the ABP Completion agreement.
3. Sign the completed Statements, Schedules and related court documents for filing.

### What Happens If I Don't complete the Requirement Above Within 7 days?

It is imperative that you promptly complete the requirements above. Failure to do so may result in a dismissal of your case or additional costs.

### What If My Creditors Keep Harassing Me?

If you receive any calls from a creditor, answer the phone and advise them you have retained the law firm of Weekes Law, PLLC to prepare your bankruptcy petition. Give them the number of 888-818-9221 to contact us. Then say the following:

"Please be advised that I have been instructed by my attorney to record any and all calls from you." Then ask them for their name, their badge number, and the name of their supervisor. Then each time they call record their name, badge number, supervisor's name, and the date and time of each call in a journal.



# Hazlett Ch 7 Agreement

Adobe Sign Document History

10/29/2016

Created: 10/27/2016  
By: Russell B. Weekes (rbw@weekeslaw.net)  
Status: Signed  
Transaction ID: CBJCHBCAABAAV0tyJJ\_lg6\_qYtkIAakgZJAlt2vicVhj

## "Hazlett Ch 7 Agreement" History

-  Document created by Russell B. Weekes (rbw@weekeslaw.net)  
10/27/2016 - 4:26:14 PM MDT- IP address: 136.146.210.8
-  Document emailed to Brett hazlett (savannahsmiths17@gmail.com) for signature  
10/27/2016 - 4:26:24 PM MDT
-  Document viewed by Brett hazlett (savannahsmiths17@gmail.com)  
10/27/2016 - 5:10:18 PM MDT- IP address: 66.249.84.157
-  Document viewed by Brett hazlett (savannahsmiths17@gmail.com)  
10/28/2016 - 5:49:05 PM MDT- IP address: 66.249.84.157
-  Document viewed by Brett hazlett (savannahsmiths17@gmail.com)  
10/29/2016 - 5:29:08 PM MDT- IP address: 64.233.172.133
-  Brett hazlett (savannahsmiths17@gmail.com) has agreed to the terms of use and to do business electronically with Weekes Law, PLLC  
10/29/2016 - 5:29:28 PM MDT- IP address: 67.2.63.249
-  Document e-signed by Brett hazlett (savannahsmiths17@gmail.com)  
Signature Date: 10/29/2016 - 5:45:33 PM MDT - Time Source: server- IP address: 67.2.63.249
-  Signed document emailed to Brett hazlett (savannahsmiths17@gmail.com) and Russell B. Weekes (rbw@weekeslaw.net)  
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